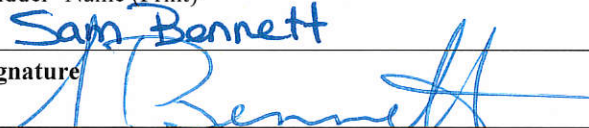


ATTACHMENT 5
BID/BIDDER CERTIFICATION SHEET

Only an individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. This Bid/Bidder Certification Sheet must be signed and returned along with all "required attachments" as an entire package with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions.

- A. Our all-inclusive bid is submitted in a sealed envelope marked "**Bid Submittal - Do Not Open**".
- B. All required attachments are included with this certification sheet.
- C. I have read and understand the DVBE participation requirements and have included documentation demonstrating that I have met the participation goals.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.
- E. The signature and date affixed hereon certifies that this bid is a firm offer for a 90-day period.

An Unsigned Bid/Bidder Certification Sheet May Be Cause for Bid Rejection

1. Company Name Summer Construction, Inc.	2. Telephone Number 805 933-9364	2a. Fax Number 805 525-3000
2b. Email Address		
3. Address P.O. Box 30 Santa Paula, CA 93061		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input checked="" type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN) 90-0079914	8. California Corporation No. C2515447	
Indicate the Department of Industrial Relations information:		
9. Contractor Registration Number 1000004997		
Indicate applicable license and/or certification information:		
10. Contractor's State Licensing Board Number 597494	11. PUC License Number CAL-T- n/a	
12. Bidder's Name (Print) Sam Bennett	13. Title President	
14. Signature 	15. Date	
16. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) as:		
a. Small Business Enterprise Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: 31601		
b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, enter your service code below:		
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes".		
Date application was submitted to OSDS, if an application is pending: _____		
17. Are you a Non-Small Business committing to the use of 25% Certified Small Business Subcontractor Participation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
If Yes, complete and return the Bidder Declaration form, GSPD-05-105 with your bid.		

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

ADM-1412 (REV. 11/2015)

ATTACHMENT 1

CONTRACTOR'S NAME (Please Print):

Summer Construction, Inc.

ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM	UNIT PRICE (Price Per Unit of Measure)	TOTAL (Estimated Quantity X Unit Price)
1	1	Lump Sum	All labor, tools, materials, supplies, equipment, traffic control, work signs, traffic cones, traffic control equipment, travel, and incidentals necessary to construct a rock slope protection at North Street Culvert as described in Standard Agreement STD 213, Exhibit A, Scope of Work	\$45,000.00	\$45,000.00
2	1	Lump Sum	All labor, tools, materials, supplies, equipment, traffic control, work signs, traffic cones, traffic control equipment, travel, and incidentals necessary to construct a concrete ramp at Long Canyon Culvert as described in Standard Agreement STD 213, Exhibit A, Scope of Work	\$40,000.00	\$40,000.00
(1) THE ABOVE QUANTITIES ARE ESTIMATES ONLY AND ARE GIVEN AS A BASIS FOR COMPARISON OF BIDS. NO GUARANTEE IS MADE OR IMPLIED AS TO THE EXACT QUANTITY THAT WILL BE NEEDED.				TOTAL THIS PROPOSAL	\$85,000.00

(2) IN CASE OF DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL SET FORTH FOR A UNIT BASIS ITEM, THE UNIT PRICE SHALL PREVAIL.

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

- a. Identify current California certification(s) (MB, SB, SB/NVSA, DVBE): SB or None (If "None," go to Item #2)
- b. Will subcontractors be used for this contract? Yes X No (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

Summer Construction will perform all work except concrete, stormwater pollution plan & rebar installation.

- c. If you are a California certified DVBE: (1) Are you a broker or agent? Yes No
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes No N/A

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
Hughes General Engineering Jeff Hughes 805-642-7700 805-642-7711	6544 Beene Rd Ventura, CA 93003 hughesgeinc@gmail.com	NONE	Concrete	37%	Yes	NO
Global Environmental Network Marshall Bridgeford 714-479-1899 714-479-0809	P.O. Box 8068 Fountain Valley, CA 92728 mbridgeford@safetygeni.com	DVBE #24765	Storm water Pollution Protection Plan	3%	Yes	NO
Vista Steel Company Chuck Paulson 805-653-1189 805-652-1873	331 West Lewis St Ventura, CA 93001 VistaSteel30@gmail.com	SB #22979	Material Supplier Rebar	.5%	Yes	NO

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

[Signature] 10/11/2017



GLOBAL ENVIRONMENTAL NETWORK, INC.

ENVIRONMENTAL, SAFETY, HEALTH, & CONSTRUCTION ENGINEERING

A Certified CA SBE/TWBE # 24765 • License No. 878478-A/Haz • www.SafetyGEN.com • GENI@SafetyGEN.com

P.O. Box 8068 Fountain Valley, CA 92728 • Phone: 714-479-1199 • Fax: 714-479-0809

Santa Ana, CA | Oakland, CA | Guam/Marianas

PROPOSAL NO. 171011 MH01

CDOT 07A4304

PLEASE REFERENCE THE PROPOSAL NUMBER IN ALL CORRESPONDENCE
CONCERNING THIS PROPOSAL.

OCTOBER 11, 2017

TO: LEAD ESTIMATOR

**SUBJECT: 07A4304, CONSTRUCTION OF ROCK SLOPE PROTECTION AND CONCRETE RAMP IN VENTURA COUNTY.
BID ESTIMATE FOR SWPPP PLAN AND QSD/QSP SERVICES**

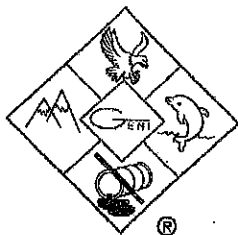
Global Environmental Network, Inc. (GENI®) is pleased to submit this proposal to develop a Risk Level 1 or 2 SWPPP not exceeding 5 BMP Engineering drawings at a base price of \$1,985.00 and provide Weekly inspections at a base rate of \$375.00 per week. Mgt. services includes up to two hours of on-site training SWPPP compliance training on first day of inspection. Please reference our Fee Schedule for items not listed in this proposal. Included in below pricing is transportation, laptops, printers, PPE and per diem.

	<u>Fee</u>
Item > Develop SWPPP and reflect GENI as the WPCM having a QSD and QSP available for the project	\$1,985.00
Item > Develop SWPPP and GENI is not the WPCM for the project	\$2,175.00
Item > Provide Water Pollution Control Manager/ QSD/QSP once per week	\$375.00 ea
I. Provide Water Pollution Control Manager(s) (WPCM) with appropriate QSD and QSP certification	\$375.00 ea
II. CEM Forms included in price: 2030,2040,2041,	\$375.00 ea
III. Provide inspection with contractor every once per week reviewing BMP's and oversee their implementation of required BMPs along with completing weekly inspection forms.	\$375.00 ea
IV. Provide oversight of contractor's inspection team.	\$375.00 ea
V. Provide onsite tailgate training as needed during field visits.	\$375.00 ea

Exclusions: Does not include any lab testing if there is an event that triggers non-stormwater, Non-visual pollutant and other lab testing. Assumes contractor will provide rain gauge. Assumes contractor's staff can provide the daily, pre-storm, during storm and post-storm visual BMP rain event inspection to reduce costs to contractor. Excludes any testing such as pH and turbidity sampling, which will be performed by contractor's onsite staff unless otherwise contracted for with this work.

Additional Services Required of a QSD/QSP (for budget purpose only)

• Corrective Action Summary CEM 2035, as needed	\$45.00 ea
• Pre/during/post-Storm Inspection, includes CEM 2030	10% off Weekly Inspection Rates
• REAP's, includes CEM 2045 and digital readout rain water collector	\$175.00 ea
Item > Storm Water Sampling and Analyses (as needed)	
Turbidity and PH only other pollutants will be invoiced at \$75.00/location sampled ea day	\$75.00 ea
Plus 15% over lab and material costs when completed with during storm event. Includes CEM forms 2051,2052,2054	
Item > Annual Certification of Compliance & assembly only of Annual report	\$975.00 ea



GLOBAL ENVIRONMENTAL NETWORK, INC.

ENVIRONMENTAL, SAFETY & CONSTRUCTION ENGINEERING SERVICES

Box 8068, Fountain Valley, CA. 92728-8068

8390 Capwell Drive, Oakland, CA 94621

www.My-DVBE.com

License No. 878478 – A / Haz

Phone: 714-479-1199

email: GENI@SafetyGeni.com

Fax: 714-479-0809

SAFETY COURSES OFFERED BY SafetyGENI™

Crane Training

CCO Written Exams
CCO Practical Exams

Traffic Control Coning &
Flagging Awareness

Safety Orientation for
Construction

Scaffold Safety Awareness

Fall Protection Awareness

Trench Safety Competent
Person Awareness

Trench Rescue

Confined Space

Confined Space Rescue

Urban Search & Rescue

Respirator Training &
Fit Testing

CPR & First Aid

Crane Operator Awareness

Forklift Training Awareness

Aerial Lift Awareness

Hearing Conservation
Training

DOT HM 126F/181
Awareness

Emergency Response
Awareness / Refresher
Operational
Technician
Specialist

HAZWOPER
Awareness / Refresher
Supervisor
Waste Site Worker

Household Hazardous Waste

Asbestos Training

Lead Training

24 Hr SWPPP Training

Civil Engineer / Certified Industrial Hygienist (CIH) Geologist / Biologist / CAC / Lead Risk Assessor QSD / QSP

Schedule of Charges

Professional Fees

Professional Civil Engineer (PE)	\$ 165.00/hr
Certified Industrial Hygienist (CIH)	\$ 165.00/hr
Registered Geologist (RG)	\$ 165.00/hr
Qualified Biologist	\$ 145.00/hr
Qualified SWPPP Developer (QSD)	\$ 125.00/hr
Environmental Scientist / IH	\$ 110.00/hr
Qualified SWPPP Practitioner (QSP)	\$ 87.50/hr
Certified Asbestos Consultant (CAC)	\$ 87.50/hr
Site Safety Officer – Level 1 (HAZWOPER, Trench, CPR Certified)	\$ 87.50/hr
Industrial Hygiene/Environmental Field Technician (1yr – 3yr Experience)	\$ 82.50/hr
Environmental Field Tech (24 hr HAZWOPER / Non-RCRA Projects)	\$ 72.50/hr
Clerical	\$ 50.00/hr

Notes:

- Hourly rates include routine incidental phone, fax, and costs of office supplies.
- Field services Portal to Portal unless special rates have been negotiated with customer.
- Minimum daily field service rate is 4hrs unless otherwise agreed upon in writing.

Equipment & Material Charges

IH Sampling Pumps	\$ 40.00/day
4-gas or Combustible Gas Monitor	\$ 110.00/day
Photoionization Detector	\$ 95.00/day
Noise Dosimeter or Sound Level Meter	\$ 80.00/day
Indoor Air Quality Monitor	\$ 95.00/day
Moisture Meter	\$ 35.00/day
Other Instruments	*Invoiced cost + 15%
Membrane Filter Cassettes or Charcoal Tubes	\$ 7.50/each
Other Sampling Media	*Invoiced cost + 15%

Other Charges

Outside Laboratory Analysis	*Invoiced cost +15%
Postage, Shipping and Delivery	*Invoiced cost + 15%
Other Expenses	*Invoiced cost + 15%
Mileage	\$ 0.54/mile
* Invoice cost + 15% or \$50.00 which ever is greater	

Prices: Global Environmental Network, Inc. strives to maintain prices at the lowest level. Occasionally, prices change without notice due to circumstances beyond our control.

Prices Schedule for N & S. Calif, 2015

Last Updated 07-27-2015

DATE: October 9, 2017
BID DATE: ASAP
ESTIMATE NO: VT2017-085

OFFER

PROJECT: CT 07-A4304
EAST SOMIS

OWNER: CITY OF SAN BUENA VENTURA PUBLIC WORKS DIVISION
ARCHITECT:
ENGINEER: CALTRANS
PLANS AND DATE: FEB 28 2017, SHEET 1-4, 7-2-10
SPECIFICATIONS:
ADDENDA(UM):

VISTA STEEL COMPANY (hereafter called the Seller) offers to supply the following described materials and labor required for the above project by the above identified plans and specifications in accordance with the conditions of the Manual Of Standard Practice of the American Concrete Institute and in accordance with the following terms and conditions:

Concrete rebar furnished and installed.
Dowels to existing F.O.B. our truck, jobsite.

Long Canyon Culvert Crossing - L= 30-0 , Width 5-0 , H= 11-0 to 0"

Base Price: \$ 2,119.00 for whole job as described.

Note: This is a 4 page Offer. Acceptance of this page is acceptance of all 4 pages.
Sections A, E, F & J must be incorporated in any Contract without modification.

VISTA STEEL COMPANY IS A SMALL BUSINESS ENTERPRISE - SBE
VISTA STEEL COMPANY IS A DISADVANTAGE BUSINESS ENTERPRISE - DBE 40645
CALTRANS CERTIFICATE NUMBER CT-008204
VISTA STEEL COMPANY IS AN EQUAL OPPORTUNITY EMPLOYER
VISTA STEEL COMPANY IS A SMALL BUSINESS WITH THE STATE OF CALIFORNIA- SUPPLIER #22979

Ventura Facility (Main Plant)	331 West Lewis St. Ventura, Ca. 93001	PH 805-653-1189	FAX 805-652-1873
Goleta Facility (Corporate Office)	6100 "A" Francis Botello Rd. Goleta, Ca. 93117	PH 805-964-4732	FAX 805-964-1051

License No. 257955 (class C50) (Exp. 3/31/18)
DIR # 1000004712

A. MISCELLANEOUS BUYER'S RESPONSIBILITIES

- Buyer shall furnish without charge to Seller all lines, centers, grades, elevations, templates, ramps, racks, bracing and scaffolds in place complying with all safety requirements and suitable for most efficient placement of rebar.
- Buyer shall furnish without charge to Seller manlifts if required by State Safety Order, Union Agreement, or job conditions.
- Buyer shall furnish without charge to Seller drinking water, first aid and sanitary facilities.
- Buyer shall furnish without charge to Seller space for delivery and storage of steel within 50 feet of all places where material is to be used or hoisted and accessible to semi-tractor trailers under their own power. Buyer shall furnish protection of vertical protruding reinforcing steel for the safety of those working above.
- Buyer shall not double form nor place form ties before reinforcing steel is installed.
- Buyer shall furnish approved working drawings of the temporary support system for column cages which the bid documents may require. Buyer shall be responsible for all deadmen, guying and temporary support of column cages.
- Buyer shall notify Seller of any shortages in F.O.B. material within forty-eight hours after delivery. No claim will be honored if notification is made beyond that time.
- Buyer shall provide proof of financial responsibility and satisfactory credit history.

B. SCHEDULING

- This offer is based on logical and timely scheduling of Vista Steel Company's and other subcontractors' activities allowing efficiency of performance and avoiding interference between trades.
- This offer is also based upon detailing, fabricating and placing on a normal 8-hour day shift, 5-day, 40-hour week, with a minimum of 8 hours of work for 1 man per each request for placers. Overtime for office, shop and field personnel incurred by Seller at Buyer's request for deviation from this schedule shall be billed to the Buyer as an extra. Installation will be based on conventional construction, timely receipt of complete plans, specifications, California Preliminary Notice and adequate schedule to which the buyer is a party. Buyer shall furnish design information and construction schedules in sufficient time to allow for preparation and approval of detail drawings plus a minimum of 7 working days for fabrication and delivery. Reinforcing steel splicing will be as shown on the plans only. Any additional splices added or any increase in dowel length furnished for the convenience of the Buyer and not paid for by the Owner will be paid for by the Buyer. If, at any time a Buyer's representative calls for steel placers and they arrive to the job at a designated time and the job is not ready, there will be a charge to the Buyer for show-up time (as per Union Regulations). In the event of a schedule delay caused by the Buyer and/or Buyer's subcontractor(s), the Seller has the right to schedule in accordance with manpower availability not to exceed 3 working days. Forty-eight hours notice is required for cancellation of scheduled deliveries.
- If this job is held up for a period of 60 days or more for any reason, this offer may be subject to change based on cost increases.

C. DELIVERIES

- Prices are based on deliveries from Seller's warehouse in minimum 20-ton truckloads. Additional deliveries for Buyer's convenience will be charged as an extra to the contract amount.
- Deliveries that are not unloaded within 2 hours because of Buyer's neglect will be charged for at Vista Steel Company's current hourly delivery rate.

D. DELAYS

- Seller shall not be liable for any delays occasioned by causes not within its reasonable control, including labor disputes, disasters, governmental acts, or unavailability of materials from its usual source of supply, or any repair of damage not caused by it. Penalties and liquidated damages shall be borne by Buyer.

E. EXCLUSIONS Pursuant to the Manual of Standard Practice of the Concrete Reinforcing Steel Institute (CRSI) and/or the ACI Manual of Standard Practice, the following are excluded:

- Testing and inspection other than mill test reports.
- Bonding and/or the cost of bonds required by Buyer or the Project Owner and/or furnishing additional insurance above Seller's basic general and auto liability of \$1,000,000 combined single limit for bodily injury or property damage. The cost of any such bonds or insurance, as well as the cost of any riders, attachments, or endorsements required by Buyer which change the cost of any insurance policy carried by Seller shall be borne by Buyer.
- Hoisting. (Buyer shall furnish without charge suitable equipment fully operated for hoisting or lowering of reinforcing material, including unloading and reloading of trucks at docks, setting of cages and/or assemblies and power placing of individual bars that Seller may require.)
- Plain round bars (smooth dowels or bars), threaded bars, sleeves, anchors, studs, bolts and inserts.
- Cutting, cleaning, straightening, and bending existing steel.
- Pour watchmen if required by plans, specs, or Buyer.
- The cost of welding tests and inspection. (Unless specifically indicated otherwise in scope of work above).
- Material and labor for repair of damage resulting from weather, flood, cave-in or other acts of God.
- Traffic control and/or flagging.
- Field inspections.
- Samples.
- Layout of masonry dowels.

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VISTA Steel Company

E. EXCLUSIONS (cont.)

- All reinforcing not shown on plans but which could be called for in various codes and titles. (Refer to ACI Manual of Standard Practice for Detailing, Chapter 6).
- Protective caps for exposed reinforcing steel ends.
- Cleaning, sandblasting or reworking of any reinforcing due to negligence or carelessness of Buyer and/or Buyer's other subcontractors.
- All welding. (Unless specifically indicated otherwise in scope of work above).
- Furnishing and/or welding of dowels and/or anchors which weld to miscellaneous and/or structural steel.
- Field bending of any reinforcing steel.
- Splices and added reinforcing bars for construction joints and/or control joints not shown on the drawings.
- Drilling, grouting, dry-packing, epoxy mortaring and placing bars in drilled holes.
- The setting of assembled and stockpiled cages.
- Fastening accessories on steel assemblies designated as "stockpiled" or "F.O.B. our truck, jobsite".
- Pulling wire mesh, chairing, blocking or otherwise establishing mesh depth for pour.

SPECIAL CONDITIONS:

- In consideration of the current volatility of reinforcing steel pricing, Subcontractor will require the following clause in the subcontract agreement, "Subcontractor may require prepayment of materials or payment at the time of purchase for materials for this project.

F. CONDITIONS

- Approval for pouring or embedment in concrete shall terminate Seller's responsibility for that portion of the work.
- Buyer shall furnish Manlift if required.
- Masonry vertical reinforcing is estimated in 4' lifts.
- Seller may subcontract portions of work herein.
- Buyer shall furnish at no cost to seller, information on all pour joints as well as pouring sequence and verification of all dimensions indicated as plus or minus prior to detailing of steel.
- Minimum dimensions shown on plans are figured as maximum.
- Buyer shall furnish firm level sub grade at elevation shown on the plans.
- **BUYER SHALL PROVIDE SELLER WITH (2) CONSTRUCTION SETS OF PLANS WHEN JOB IS AWARDED.**

G. PAYMENTS

- Each calendar month, an estimate shall be made by the seller of the value of material fabricated and shipped (placed or not) and of the value of the installation work done up to that time at the project site. 100% of such estimate shall be paid upon receipt of funds by Buyer from Owner, but in no case later than the last day of the month following Vista Steel Company's billing date.
- Past due accounts shall bear interest at the lower of 18% per annum or the maximum rate allowed by law.
- Prompt payment shall be a condition precedent to performance by Seller. In the event Buyer fails to make payment as herein provided or if the Seller shall have reasonable doubt as to the Buyer's financial responsibility, Seller shall have the right to suspend performance until payment or receipt of satisfactory proof of responsibility, or Seller may elect to terminate all of Seller's obligations and Buyer's rights and require payment in full to the date of such termination, without deduction for retention, all without prejudice to any other rights of seller. Seller reserves the right to contact the Owner and/or Prime Contractor in the event of late payment or non-payment.
- Seller shall retain title to all materials until paid for in full or incorporated into the structure, and all material unused at the completion of construction.
- Buyer shall send all payments to VISTA STEEL COMPANY, 6100 A FRANCIS BOTELLO ROAD, GOLETA, CA. 93117.

H. BACKCHARGES

- Any work to be performed by the Buyer which could originate a back charge to the Seller must be approved in advance by the signature of an authorized Seller's representative.
- Buyer shall not supply any of the material, labor or services covered in this proposal without prior written consent of Vista Steel Company.

I. CHANGE ORDERS

- Seller shall have the right to require that proposed changes be authorized in advance and in writing through a contract change order issued by the Buyer's main office or authorized jobsite representative prior to Seller scheduling detailing, fabrication, or installation of any material for said changes. If, however, in order to increase efficiency and to expedite the work, Seller does not request and/or obtain prior written authorization, Seller retains the right to compensation for such modifications or extras. Any modifications resulting in additional charges will be included with the next regular billing and shall be paid without retention.

J. CURRENT COSTS

- Seller's offer is based upon current costs. In the event of delay in commencement of work and/or delay in completion of the work beyond the original completion time and/or announced increases, Seller reserves the right to pass on its actual cost increases plus overhead and profit.

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VISTA Steel Company

K. LEGAL FEES

- In the event of non-payment or dispute, the non-prevailing party shall pay the costs of collection or resolution, including reasonable attorney fees, if any. Settlement shall be based upon theoretical weights, per Seller's invoices, absent contrary showing. Seller reserves the right to use arbitration as a means of settlement.

L. OTHER TERMS

- Seller's offer is based on all the above terms and conditions. It is void if any of them is unacceptable to the Buyer, however, different terms and conditions and accordingly adjusted price(s) could be considered by the Seller under Buyer's request.
- Vista Steel Company will indemnify and name additional insured other parties as and if requested but subject only to the extent Vista Steel Company is responsible for the claim.
- Seller's offer is based on Buyer performing its own concrete work. If Buyer elects to subcontract the concrete work, the Seller has the right to review its offer and approve the proposed concrete subcontractor selected.
- If Seller is requested by Buyer to sign a contract different in form than this offer, Buyer agrees that a copy of this offer shall be attached as an exhibit to the contract and that the following language will be added to the contract:
- This contract incorporates by reference the terms and conditions of the written offer of VISTA STEEL COMPANY, dated _____, a copy of which is attached as Exhibit _____, which said terms and conditions shall supersede any contrary provisions contained in this document.
- This offer is valid until another subcontractor is listed by the Buyer or until a letter of intent is received on or before 11/09/2017, whichever comes first.
- Acceptance of this 4 page offer shall constitute a binding contract (Listing Vista Steel Co. is, by definition, acceptance).

The above offer is accepted:

BUYER: Summer Construction, Inc.

BY: [Signature]

TITLE: President

DATE: 10/11/17

SELLER: VISTA STEEL COMPANY

BY: Maria DiMaggio
President

DATE: 10/9/2017

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VISTA Steel Company

Attachment 9

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 5/2006)

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of certified DVBE: Global Environmental Network DVBE Reference Number: 24765
Description (materials/supplies/services/equipment proposed): environmental consulting services
Solicitation/Contract Number: _____ SCPRS Reference Number: _____
(FOR STATE USE ONLY)


SECTION 2

APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.

☒ I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete section 3 below if renting equipment.

☐ Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). (Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

Michael Horner  10/11/17
(Printed Name of DV Owner/Manager) (Signature of DV Owner/Manager) (Date Signed)

(Printed Name of DV Owner/Manager) (Signature of DV Owner/Manager) (Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent: _____
(If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: _____ Address: _____

SECTION 3

APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.

☐ Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. Seq

☐ The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in Military and Veterans Code 999.2, subsections (c) and (g). Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

(Printed Name) (Signature) (Date Signed)

(Address of Owner) (Telephone) (Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Manager) (Signature of DV Manager) (Date Signed)

Page ____ of ____